12-12020-mg Doc 1622 Filed 09/27/12 Entered 09/28/12 11:39:59 Main Document Pq 1 of 7

UNITED STATES BANKRUPCY C SOUTHERN DISTRICT OF NEW	OURT YORK			S	© EP	27	2012	THE RESERVE THE PROPERTY OF TH	
In Re: Residential Capital, LLC, et al.,)) Case No. 12-12020) Chapter 11	Shift® 20ndyrang yang d	U.S.	BANI DIST	(RUP) OF N	FCY GO EW YO	UFT K	A Consercy with years project the
	Debtors)	}							

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, WEST VIRGINIA

EDWIN R. SIMPSON & STEFFANIE D. SIMPSON Plaintiffs, Pro Se'

v.

CIVIL ACTION NO. 11-C-159

TEAYS VALLEY TRUSTEES, LLC, LPP MORTGAGE LTD., MGC MORTGAGE, INC., and **GMAC MORTGAGE CORPORATION Purported Defendants,**

JUDICIAL NOTICE TO NEW YORK BANKRUPTCY COURT AND JEFFERSON COUNTY CIVIL COURT

Comes Now, the Plaintiffs Edwin R. Simpson and Steffanie D. Simpson, in Jefferson County Civil Case 11-C159, who are West Virginia residents and appear by special appearance only for limited purpose of noticing both the New York Bankruptcy Court and the Jefferson County Circuit Court of possible Bankruptcy Fraud and court jurisdictional issues.

The undersigned has been involved in a civil case involving fraudulently attempting to foreclose on real estate by Purported Defendants LPP Mortgage, Ltd. and MGC Mortgage for over 16 months. The purported Defendants in the Complaint filed in May of 2011 claimed via a motion for summary judgment, to have received the beneficial interests of a purported note purportedly bearing the Plaintiffs name from Residential Funding Company, LLC. The documents presented in the Motion were not original, if in fact originals do exist, and do not bear the Plaintiffs wet ink signatures. Research by the undersigned has revealed mastered documents being represented as purported originals when infact they do not bear wet ink signatures of the Plaintiffs. It becomes apparent with the Bankruptcy Filing in May 2012 of GMAC, Residential Funding Corp (who the purported Defendants received the purported note from) and other GMAC subsidiaries, that any outcome of the Jefferson County Circuit Court Civil case would have an impact and vice-versa with the New York Bankruptcy Court case 12-12020.

As such, it is the undersigned's desire to inform the Bankruptcy Court of potential Bankruptcy Fraud by someone failing to inform the Bankruptcy Court of this case pending in Jefferson County Circuit Court.

Wherefore, Plaintiffs Edwin R. Simpson and Steffanie D. Simpson respectfully want to inform both the New York Bankruptcy Court and the Jefferson County Circuit Court of the possible jurisdictional issues in what purports to be the purported Defendants in the Jefferson County Circuit Court case attempting to collect \$540,000 and possibly committing Bankruptcy Fraud and apparent slander to the title of the property of the undersigned.

Edwin R. Simpson and Steffanie D. Simpson

Pro Se

Edwin R. Simpson and Steffanie D. Simpson

Edin Rlipon

45 Saddlebred Lane, PO Box 732

Kearneysville, WV 25430

304-283-2854

CERTIFICATE OF SERVICE

We, Edwin R. Simpson and Steffanie D. Simpson, Pro Se', do hereby certify that a true and exact copy of the **Notice To New York Bankruptcy Court and Jefferson County Circuit Court** has been served upon the counsel of record by depositing same into the United States Mail, First Class, postage paid, this 20th day of September, 2012, and addressed to the following:

Kimberly K. Palmer 300 Kanawha Blvd, East PO Box 273 Charleston, WV, 25321-0273

United Stated Bankrupcty Court Southern District of New York One Bowling Green New York, NY 10004 Counsel to the Debtors Larren M Nashelsky & Gary S. Lee & Lorenszo Marinuzzi Morrison & Foerster, LLP 1290 Avenue of the Americas New York, NY 10104

Counsel to the Official Committee of the Unsecured Creditors Kenneth H Eckstein & Thomas Moers Mayer & Douglas H Mannal Kramer Levin Naftalis & Frankel 1177 Avenue of the Americas New York, NY 10036

ResCap Claims Processing Center c/o KCC 2335 Alaska Avenue El Segundo, CA 90245

Office of the United States Trustee Tracy Hope Davis 33 Whitehall St. 21st Floor, Region 2 New York, NY 10004-2111

Counsel to the Examiner
Howard Seife & David M LeMay &
Robert J Gayda & Marc B Roitman
Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, NY 10112
And hand delilvered on this date to:

Jefferson County Circuit Court East Washington Street Charles Town, WV 25414

Edwin R. Simpson, Pro Se

Steffanie & Simpson, Pro Se

45 Saddlebred Lane

PO Box 732

Kearneysville, WV 25430

304-728-1114

Edwin R Simpson PO Box 732 Kearneysville, WV 25430 Phone 304-728-1114

DATE: INVOICE #

Sept. 20, 2012

FOR

100

FOR:

Bill To: Counsel for purported Defendant LPP Mortgage, Ltd.

Kimberly K. Palmer Spilman, Thomas & Battle, PLLC 300 Kanawha Blvd, PO Box 273 Charleston,WV 25321-0273 304-340-3800

Due Date: October 20, 2012

DESCRIPTION		AMOUNT
lander of Real Estate Title		\$ 554,551.59
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	*	
	TOTAL	\$ 554,551.59

Make all checks payable to **Edwin R Simpson & Steffanie D Simpson**If you have any questions concerning this invoice, contact with information above.
All amounts are due in whole and in part and subject to corrections.

Exhibit 1

Teays Valley Trustees, LLC

National Default Division

West Virginia Office

600 A-1 Prestige Park | Hurricane, West Virginia 25526 ph: 866-503-4930 | fx: 304-757-7958

7196 9006 9294 9296 5968

January 13, 2011

Steffanie D. Simpson 45 Saddle Bred Lane Kerneysville, WV 25430

Re: LPP Mortgage Ltd.

Loan #: 1423963337 Our file #: WV-95000758-10 Address: 45 Saddle Bred Lane, Kerneysville, WV 25430 Reinstatement Amount: \$36,330.40 as of January 20, 2011

Please be advised that our client, LPP Mortgage Ltd., has referred to us the matter of the above captioned loan, and be further advised that the loan is now in default. According to the records provided by our client the amount due as of December 29, 2010, is \$554,551.59 which includes accrued interest through December 29, 2010, late charges and other default-related costs recoverable under the terms of the Promissory Note and Mortgage. Because of interest, late charges, and other charges that may vary from day to day, the payoff amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. To avoid the need for such an adjustment, please call our office at the above number for the exact amount due as of the date you intend to tender payment. The amount to reinstate your loan is valid until the date stated above. If such date has passed, the amount to reinstate may have increased. Any amounts received which are insufficient to reinstate your loan will be returned to you, pursuant to state law. To obtain an updated amount to reinstate good through a later date, please call our office at the above number for the exact amount due as of the date you intend to pay.

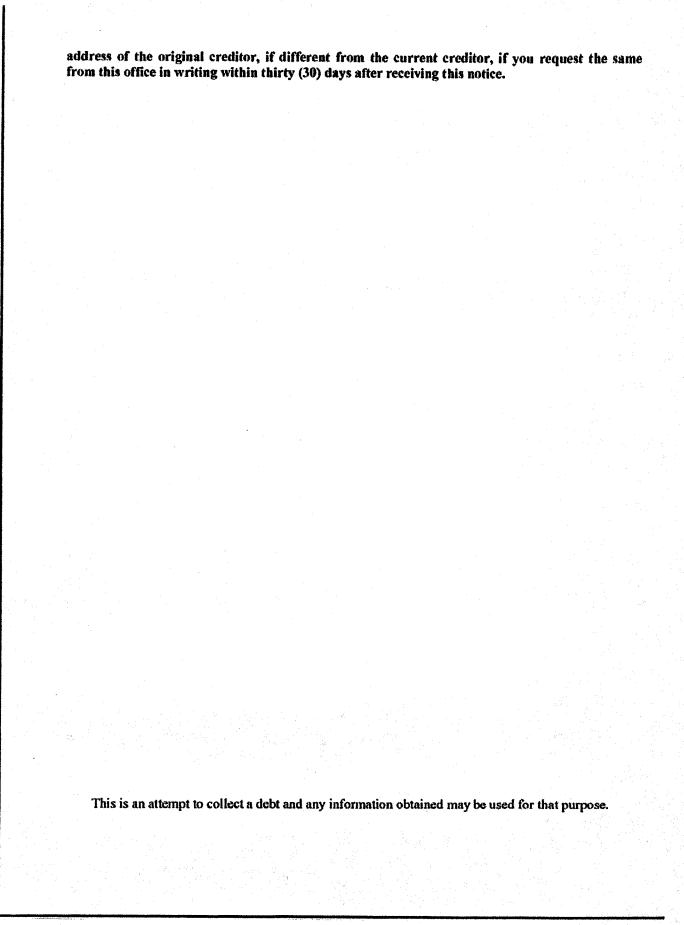
We have been instructed to proceed with foreclosure. You will receive additional notice of the foreclosure. However the lender encourages you to contact them to inquire if any alternatives to foreclosure are possible.

This is an attempt to collect a debt, and any information obtained will be used for that purpose. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt or obtain a copy of the judgment if one has been obtained and mail you a copy of such judgment or verification. This office will provide you with the name and

This is an attempt to collect a debt and any information obtained may be used for that purpose.



Exhibit Z



IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY:

Please be advised that if you are a debtor in bankruptcy or have been discharged in bankruptcy, this statement does not represent and is not intended to be a demand for payment. In such cases, this letter is provided for you for information purposes only and is not an attempt to collect a debt. You should consult legal counsel regarding your obligations, if any, to pay the mortgage loan.

Finally, if you previously received a discharge in a bankruptcy case involving this loan and did not sign a reaffirmation agreement, then this letter is not an attempt to collect a debt from you personally. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you.

The Trustee does not concede that he is required to act as stated in this letter to the extent the Supreme Court of Appeals of West Virginia's <u>Lucas et al. v. Fairbanks Capital Corp. et al.</u> Nos. 31744 & 31745, W.Va. (March 18, 2005) decision provides otherwise to the contrary. The statements above should not be construed as a waiver in that regard or assumption by the Trustee of any obligation not imposed by law.

Sincerely Yours,
Teays Valley Trustees, LLC

This is an attempt to collect a debt and any information obtained may be used for that purpose.

